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## BANGALORE ELECRICITY SUPPLY COMPANY LIMITED

**VOLUME-I**

**SECTION-II**

**INSTRUCTION TO BIDDERS**

**A. INTRODUCTION**

The Chief General Manager (Ele.), Procurement, BESCOM, Corporate Office, 2nd Floor, K.R. Circle, Bengaluru-560001 on behalf of Bangalore Electricity Supply Company Limited, invites tender for **"Availing Manpower Services of Operators-121 Nos & Security Guards-6 Nos to the existing 55 Nos. EV Charging Stations (EVCS) across BESCOM on Contract basis for a period of Two Years."** through **KPP portal (www.kppp.karnataka.gov.in).**

| | |
|---|---|
| 1. Indent No. | BESCOM/2024-25/SE0197 (BESCOM/BCP-1544/2024-25) |
| 2. Tender processing fee | Refer KPPP website www.kppp.karnataka.gov.in |
| 3. Earnest Money Deposit | Rs.6,70,000/- |
| 4. Date of availability of Bids | 22.10.2024 to 05.11.2024 17.:15 Hours |
| 5. Date of pre-bid meeting | **25.10.2024** |
| 6. Due date for submission of Bids | **05.11.2024 up to 17:15 Hours** |
| 7. Tender System | Two Tender Document System |
| 8. a) Date of opening of Techno Commercial bid<br>b) Date of opening of Price Bid | a) **06.11.2024 17:20 Hrs**<br>b) *Will be opened in KPP portal after completion of techno commercial evaluation. Separate intimation regarding date of opening of price bid will not be issued.* |
| 9. Name of the service | Availing Manpower Services of Operators-121 Nos & Security Guards-6 Nos to the existing 55 Nos. EV Charging Stations (EVCS) across BESCOM on contract basis for a period of Two Years. |
| 10. Amount Put to Tender | **Rs. 669.50 Lakhs.** |
| 11. Schedule of requirements | The requirement schedule is intimated in the schedule of requirements and the successful bidder shall adhere to the requirements schedule. |
| 12. General Terms and Conditions | Enclosed herewith |

| | |
|---|---|
| 13. Location wise Operators & Security Guards to be provided by the firm | Enclosed herewith |
| 14. Price bid | The Bidder **shall quote only the Service Charges in Percentage inclusive of GST** of Minimum Amount per annum for two years to be paid to the Operators & Security Guards as per Minimum Wages Act of Karnataka including ESI, EPF & GST as brought out below in the calculation). **The Bidder should quote the Price bids in numerical numbers in Percentage and quoted service charges should be inclusive of GST.**<br>**Note**:<br>If more than one Bidder quotes the same service charges. The bids of the Bidders will be evaluated based **on their Annual Turnover.** |

## Calculation of Allowances:

**Total Allowances to Operators and security for EVCS across BESCOM for a period of 2 Years**

| Sl. No | Area | Total Requirement in Nos. | | Amount in Lakhs | | Total Amount for 121 OP +6 SG Nos =127 Nos in Lakhs | |
|---|---|---|---|---|---|---|---|
| | | OP | SG | One Year | Two Years | One Year | Two Years |
| 1 | **Zone-1** - Notified Areas of BBMP | 36 | - | 102.25 | 204.51 | 102.25 | 204.51 |
| 2 | **Zone 3-** All District Head Quarters Other than the places mentioned in Zone-1 (BBMP areas) | 16 | - | 42.40 | 84.80 | 42.40 | 84.80 |
| 3 | **Zone 4 -** All Other Places of the State Other than the places mentioned in Zone-1 & Zone 3(BBMP areas & District Head Quarters) | 69 | - | 176.73 | 353.46 | 190.09 | 380.19 |
| 4 | **Zone 4 –** Security Guards | 0 | 6 | 13.36 | 26.73 | | |
| **Grand Total In Lakhs** | | **121** | **6** | **334.74** | **669.50** | **334.74** | **669.50** |

## 1.0 SCOPE OF THE CONTRACT:

I. The responsibilities of operator working in the EVCS are

**a) Operator:**

- To operate the DC EB charger at EVCS.
- Facilitate customer for charging their Electric Vehicle
- Assist in RF tag reading.
- Assist in starting/stopping the charging session.
- Recording the EV charger Consumption Daily, weekly and monthly.
- Maintain the EVCS premises clean.
- Report to BESCOM if any EV charger issue occurs
- Ensure the EV charger is online
- Ensure safety of the EVCS equipment and EVCS premises.
- Shall be physically fit and mentally sound.
- Education Qualification should be ITI/Diploma
- Speaking in Kannada is a must.
- Should be within the age group of 18 to 60 years.

II. The manpower services is required at 54 Nos. of EVCS for 2 shifts i.e., morning shift from 06:00 Hrs to 14:00 Hrs and evening shift from 14:00 Hrs to 22:00 Hrs for all EVCS.

III. For one **EVCS at BIAL location**, the manpower services is required for 3 shifts, i.e., morning shift from 06:00 Hrs to 14:00 Hrs and evening shift from 14:00 Hrs to 22:00 Hrs and night shift from 22:00 Hrs to 06:00 Hrs.

IV. Operators must be available on all General Holidays.

V. Qualification of operator working at EVCS must be ITI/Diploma graduate.

VI. Manpower services to be purely on contract basis and not entitled to claim any permanency benefits from BESCOM.

**b) Security Guard :**

- Security Guard must be available on all General Holidays.
- Qualification of Security Guard working at EVCS should have passed 7$^{th}$ standard as minimum qualification.
- Ensure safety of the EVCS equipment and EVCS premises.
- Shall be able bodied, physically fit, well trained and disciplined and mentally sound.
- Speaking in Kannada is a must.
- Should be within the age group of 18 to 60 years.
- No. of Guards Required – Per day (for 3 shifts).

## 2.0 ISSUE OF TENDER DOCUMENTS:

Bidders can download the tender documents from KPP portal from **22.10.2024 to 05.11.2024 17:15 Hours onwards.**

**Submission of tender documents:**

All the Tender Documents shall be submitted through KPP Portal on or before Last date of bid submission as mentioned in KPP Portal.

**Opening of Technical Bid:**

The technical bids will be opened on **06.11.2024 17:20 Hrs** in the KPP Portal. Price bids of Techno Commercially responsive firms will be opened after completion of Techno Commercial evaluation.

## 3.0 PRICES :

The Rates shall be **FIRM price** basis only. However, when the minimum wages are increased the amount will be increased in proportion towards wages only, as per the "Minimum Wages" fixed in the latest Govt. Notification.

a) BESCOM reserves the right to accept/reject any/all Tender Tenders, without assigning any reason.

b) The bid shall be valid for 180 days from the date of opening of the tenders.

c) **If the date of opening of Tender happens to be a Holiday in case of unforeseen condition the tender opening due date if declared as holiday/ for any reason or for unforeseen circumstances, the tender will be opened on the immediate next working day.**

| Sl. No. | Man Power | Nos. | Amount per annum to be paid for One Year in lakh Rs. | Amount per annum to be paid for TWO Years in lakh Rs. |
|---|---|---|---|---|
| 1 | Operators | 121 | 321.38 | 642.77 |
| 2 | Security | 06 | 13.36 | 26.73 |
| **Grand Total** | | | **334.74** | **669.50** |

## 4.0 General Conditions:

- Notwithstanding the above, if it is found that the performance vis-à-vis the Purchase Orders/Contract orders placed on the Bidder by any Purchaser, is either behind schedule or not satisfactory, **BESCOM** will be at liberty to disqualify the Bidder and reject its bid at any stage of processing the bid.

- In the event of the information furnished by the Bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders and may forfeit the bid security, disqualify the offer of such Bidder and blacklist the firm.

- In the event of the information furnished by Bidder is found to be false during the execution stage, then the BESCOM at its liberty to cancel the Purchase Order/Contract Order other than forfeiting the Security Deposit against the Purchase Order/Contract Order and may blacklist the firm and recover the losses and levy liquidated damages.
- The Bidders shall offer full quantity and for the entire contract period of the tendered service. Tenders with offered quantities less than the tendered quantity will be liable for rejection.
- Quantities/Contract Period noted above are provisional and subject to change as per provisions of KTPP Act.
- **BESCOM** reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of **BESCOM** consequently.
- Conditional offers are liable for rejection.
- BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.
- Any bid submitted in response to the tender shall confirm absolutely to the tender conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.
- **BESCOM** reserves the right to call for the originals of documents uploaded as a proof of pre-qualifying requirements, of the successful L1 Bidder, for the purpose of verification before awarding the contract.
- The Bidder shall have to be an entity registered in India in accordance with law.
- The Bidder shall follow Indian laws regulations and standards.
- The Tender fee and the Bank Guarantee shall be in Indian Percentage only.
- All disputes shall be settled as per applicable Indian laws and shall be instituted in Bengaluru only.
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- After awarding the contract to the agency if the related documents furnished, found to be incorrect or false or fake, such agencies orders will be cancelled without any notice, apart from initiating legal action.

- The Bidder shall note that the Operators & Security Guards have to work in office hours and to discharge duties as per the instructions of the concerned officer.
- The Bidder shall quote the wages and service charges separately.
- The name and address along with seal of the authorized representative of the agency who will be interacting in future has to be furnished.
- The Bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.
- The person/firm who is having criminal background or insolvent is not eligible to participate in the tender.
- The Contract is for a period of TWO years from the date of contract order. In case of any unsatisfactory performance, BESCOM has the right to cancel the order without giving any notice.
- Reservation policy: **GOK order No: ¹D¸ÀÄE 06 ¸É£É¤ 2024 ¢ £ÁAPÀ 20.05.2024.** to be adopted.
- As per GOK circular, Bidders should follow contract appointment in the present Government Reservation policy.
- The Bidder should follow the present reservation for the appointment of operators & security guards. The contract appointment for SC/ST/OBC reservation policy should be maintain minimum 33% reservation for women candidates.
- The Bidder should provide list of candidates as per above circular and present Government reservation policy before the issue of detailed work award.
- If appointed candidate leaves the job, agency should select the other candidate of same caste.
- In view of providing social justice and equal employment opportunities outsource employee is **not** considered **as permanent employee**.

- **Requirement of Personnel with Qualification**:-

a) Minimum Qualification and knowledge required for Operators & Security Guards.

1. The Operators should have ITI/Diploma qualification.
2. The Security Guards should have passed 7th standard.

b) **The normal working hour for the** Operators & Security Guards**:**

i. The manpower services is required at 54 Nos. of EVCS for 2 shifts i.e., morning shift from 06:00 Hrs. to 14:00 Hrs and evening shift from 14:00 Hrs to 22:00 Hrs for all EVCS.

ii. For one **EVCS at BIAL location**, the manpower services is required for 3 shifts, i.e., morning shift from 06:00 Hrs to 14:00 Hrs and evening shift from 14:00 Hrs to 22:00 Hrs and night shift from 22:00 PM to 06:00 AM.

iii. Operators must be available on all days inclusive of General Holidays.

- **Remuneration:-**

Agency shall be responsible for the payment of salaries and other benefits, including ESI, PF, etc., and any other statutory liabilities to its staff. BESCOM will not be responsible for non-payment of remunerations to the Operators & Security Guards personnel under any circumstances.

- **Mode of payment:**

1) The successful Bidder/Agency shall submit pre-receipted bill in triplicate with certification from the Officer in charge of the client for satisfactory completion of the work for payment of remuneration, of the Operators and Security Guards to concerned Executive Engineer (Ele), O&M Division, BESCOM before 7th of the succeeding month. 100% payment on monthly basis will be made in RTGS mode after effecting applicable recoveries before 15th of the succeeding month.

2) Before issuing the check to the agency, the concerned Executive Engineer (Ele), O&M Division, BESCOM should ensure that the Agency shall produce bank statement of Operators and Security Guards, as proof for having paid the previous month salary and EPF to the individual employees of the said contract order.

3) The Agency should produce the salary slip by showing the authenticated EPF code, ESI code and corresponding EPF & ESI deductions to the individual employees of the said contract order.

- All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen's act related to Labour law.

a) Minimum Wages Act, 1948.
b) Payment of Wages Act, 1936.
c) Contract Labour (Regulation and Abolition) Act, 1970.
d) Employees PF and Miscellaneous Provision Act, 1952.
e) Employees State Insurance Act, 1948.
f) Workmen's Compensation Act.
g) Gratuity Act and related all Labourers Law and Rules pertaining to labourers.

- The payment shall be restricted to the number of services availed during that particular month.
- When the minimum wages are increased the amount will be increased in proportion towards wages.
- The Agency shall furnish the following original documents/enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

1) Attested copy of challan consisting details of EPF/ESI and Service Tax paid during previous month to the respective Govt./Central authorities along with the Employees details.
2) EPF and services tax shall be paid in the prescribed formats provided by respective departments, format 3A and 6A (For annual EPF paid) and format 6 (For Half yearly ESI paid).
3) Service Tax paid in the format ST-3 and TR-6 or any other prescribed formats by respective department
4) Each year during the month of December, Rs. 3/-from each Operator and Security Guard has to be deducted towards labour welfare fund and a contribution of Rs.6/- (each) from the contract agency or any specified amount have to be paid to Welfare Commissioner Karnataka Labour Welfare Board, My sugar building Annex, 2nd

Floor, J.C Road, Bangalore-2. The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

- **Dispute:**

  In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the Hon'ble Managing Director, Corporate Office, BESCOM, K.R.Circle, Bangalore-1 whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and in case of any dispute between the Contractor and the engaged driver, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

- **Risk and Cost Service**:

  In the event, the Agency fails to execute the awarded work or is not able to deliver the work of quality or within the stipulated time period, BESCOM shall be at liberty to carry out pending activities or the total scope of contract through a Third Party and recover the expenses from the original agency. The Cancellation of Work contract may be either for whole or part of the Work contract, and will be at the BESCOM option. However, before such cancellation, the BESCOM shall give four week's notice to the agency for taking corrective action. In case, the service provider does not take necessary corrective action to BESCOM satisfaction, within the said period of four weeks, BESCOM shall be at liberty to terminate the Work contract in part or whole. BESCOM may avail, upon such terms and in such manner, as it deems appropriate, services similar to those so terminated. The service provider shall be liable to the BESCOM for any losses, excess costs for such/similar services, provided that the service provider should continue the performance of the Work contract to the extent not terminated under the provisions of this clause. If in the opinion of BESCOM, the service provider shall not be able to correct the fault even after notice, and the BESCOM may terminate the Work contract at the risk and cost of the service provider.

## 5.0 Eligible Bidders:

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

The BESCOM requires that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the execution of the contracts.

(a) defines, for the purposes of this provision, the terms set forth as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

## 6.0 TWO TENDER DOCUMENT SYSTEM:

Tender should be in two parts namely Part-I: Techno Commercial Bid containing full technical particulars and commercial terms and conditions. Part-II: Price Bid containing prices.

### A. Part-I : TECHNICAL BID

The Technical Documents shall be uploaded in KPP portal.

## 7.0 INFORMATION REQUIRED WITH TECHNICAL PROPOSAL:

The following documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the form of electronic/scanned copies in the KPP portal by the participating Bidders.

| Sl. No. | Qualifying Requirements | Documents to be uploaded by the Bidder: |
|---|---|---|
| **I. Technical Criteria:** | | |
| 1 | The Bidder should be in existence as any of the following:<br>a) Company incorporated in India under the Companies Act, 1956/2013 Including any amendment thereto;<br>b) LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;<br>c) i. Partnership Firm under Partnership Act, 1932 in India;<br>ii. Sole Proprietorship Concern | **In case of Company incorporated in India under the Companies Act**<br>1. Certificate of Incorporation issued by Registrar of Companies as per Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the Company.<br>2. Annual filings (E-Forms AOC-4, MGT-7) filed by the Company to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two Financial Years.<br>3. Declaration from Directors of the Company stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender(s).<br>**4.In case of LLP incorporated in India under the Limited Liability Partnership (LLP) Act**<br>1. Certificate of Incorporation issued by Registrar of Companies as per LLP Act 2008.<br>2. Limited Liability Partnership Agreement of LLP.<br>3. Form 11-Annual Return filed by LLP to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for Preceding two Financial Years. |

| Sl. No. | Qualifying Requirements | Documents to be uploaded by the Bidder: |
|---|---|---|
| | | **In case of Partnership Firm,**<br>1. Partnership Deed, GST Registration Certificate.<br>2. Shops & Establishment Registration Certificate, as applicable.<br>**In case of Sole Proprietorship**<br>PAN/GST Registration Certificate |
| 2 | The Bidder should have **minimum 3 Years** of experience in providing Manpower services like Fuel man, Mechanics, Data Entry Operators & Other skilled works. | Purchase Order/ Order Completion Certificates in respect of experience of **minimum 3 years in providing manpower** services like Fuel man, Mechanics, Data Entry Operators & Other skilled works by concerned ESCOMs/ Government Electrical Utilities/PSUs/MNCs/Private EV Charging Stations shall be uploaded. |
| 3 | The Bidder should have obtained orders for providing manpower services not less than **80%** (**97 Nos. operators + 4 Nos. Security Guards)** of the tendered quantity [However it will be **40% (48 Nos. operators + 2 Nos. Security Guards) to Micro and Small Enterprises**] in any one of the last 3 preceding years (**2021-22, 2022-23 & 2023-24**) (2 years for Micro & Small Enterprises) (**2022-23 & 2023-24)** from ESCOMs/ Government Electrical Utilities/PSUs/MNCs/Private EV Charging Stations. | Purchase Order copies placed by ESCOMs/ Government Electrical Utilities/PSUs/ MNCs/Private EV Charging Stations for providing manpower services like Fuel man, Mechanics, Operators & Other skilled works. |
| 4 | The Bidder should furnish Performance Certificate for having provided the manpower services not less than **80% (97 Nos. operators + 4 Nos. Security Guards)** of the tendered quantity (However, it will be 40% **(48 Nos. operators + 2 Nos. Security Guards)** to **Micro and Small Enterprises** in any one year of the last 3 years (**2021-22, 2022-23 & 2023-24**) (2 years for Micro & Small Enterprises) (**2022-23 & 2023-24)** from ESCOMs/ Government Electrical Utilities/PSUs/ MNCs/Private EV Charging Stations. | Performance Certificate issued by an officer not below the rank of Executive Engineer or equivalent officer of the concerned ESCOMs/ Government Electrical Utilities/ PSUs or Performance Certificate issued by Admin HR/Head of Department of concerned MNCs/Private EV Charging Stations, for providing manpower services like Fuel man, Mechanics, Data Entry Operators & Other skilled works. |

| Sl. No. | Qualifying Requirements | Documents to be uploaded by the Bidder: |
|---|---|---|
| 5 | The Bidder shall have PF, ESI, Insurance, GST Certificate, Workmen Compensation Act and Factory Act Registration with the Competent Authority and proof of such Registration shall be enclosed along with the bid. | The following scanned documents shall be uploaded:<br>a) EPF Registration Number with date,<br>b) ESI Registration Number with date.<br>c) Bidders PAN Card Number.<br>d) GST registration Number with date, allotted by tax authorities.<br>Valid Labour License issued by labour department and it should be in force, duly indicating the period of validity. |
| 6 | The Bidder shall be an assesse of Income Tax, a copy of latest IT returns shall be furnished. | Scanned copy of latest IT returns shall be uploaded. |
| 7 | The Bidder must not have **DEFAULTED-** in providing Services against Purchase Orders placed by ESCOMs/ Government Electrical Utilities/PSUs/ MNCs/ Private EV Charging Stations. | Self-Declaration by the Bidder in Rs.500/- Stamp paper duly notarised shall be uploaded. |
| 8 | The Bidder must not have **BLACKLISTED** in providing Services against Purchase Orders placed by ESCOMs/ Government Electrical Utilities/PSUs/ MNCs/ Private EV Charging Stations. | Self-Declaration by the Bidder in Rs.500/- Stamp paper duly notarised shall be uploaded. |
| **II. Financial Criteria:** | | |
| 09 | The Average Annual Financial Turnover of the Bidder should be not less than the amount put to tender (However it will be 50% with respect to Micro and Small Enterprises) during the last 3 preceding financial years (2021-22, 2022-23 & 2023-24 ) (last 2 preceding financial years for Micro and Small Enterprises) i.e., 2022-23 & 2023-24 | Certified copies of audited Financial statements such as P&L statement, Balance sheets for last 3 preceding years the shall be uploaded. |
| 10 | The Liquid Assets as on **30.09.2024** of or at a later date before submission of the bid consisting of Cash at Bank + Term Deposits + availability of fund based credit facility in any Nationalized/scheduled | The details shall be supported by a certificate issued by any Nationalized/ Scheduled Commercial Bank with whom the Bidder is having banking facilities. |

| Sl. No. | Qualifying Requirements | Documents to be uploaded by the Bidder: |
|---|---|---|
| | commercial Bank shall not be lesser than **25%** of the amount put to tender. (However it will be **12.5%** for Micro and Small Enterprises) | In case of Fund based credit facility, the certificate should have the sanctioned limits, funds utilized so far and balance available as on **30.09.2024** or at a later date, before submission of the bid shall be uploaded.<br>If the Bidder has banking with more than one Bank, then the available liquid assets balance on a particular date i.e., as on **30.09.2024** or any date before submission of bids shall be the same date for all the banks.<br>Format enclosed |
| 11 | Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. | Registration certificate issued by the competent authority shall be uploaded. |
| 12 | A certificate for having read the clauses is required to be submitted/uploaded by the bidder separately in the following format:<br>***"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"*** | Self-Declaration by the Bidder in Rs.500/- Stamp paper duly notarised shall be uploaded. |

## B. Part II: PRICE PROPOSALS

The Rates shall be firm and no variation allowed in the quoted rates. However, when the minimum wages are increased the amount will be increased in proportion towards wages only. The Rates for Providing services of **Availing Manpower Services of Operators-121 Nos & Security Guards-6 Nos to the existing 55 Nos. EV Charging Stations (EVCS) across BESCOM on Contract basis for a period of Two Years** be as per the "Minimum Wages" fixed in the latest Govt. Notification.

## 8.0 COST OF BIDDING:

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## THE BIDDING DOCUMENTS

## 9.0 CONTENTS OF BIDDING DOCUMENT:

The Bidding Document is a compilation of the following Sections:

| | |
|---|---|
| Section-I | IFB-Invitation For Bids |
| Section-II | ITB-Instructions To Bidders |
| Section-III | GCC-General Terms and Conditions of Contract |
| Section-IV | SCC- Special Conditions of Contract |
| Section- V | Schedule of Requirements |
| Section- VI | List of locations |
| Section- VII | EMD Declaration format & Annexures |
| Section- VIII | Techno-commercial sheets |

## 10.0 UNDERSTANDING OF BID DOCUMENTS:

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

## 11.0 CLARIFICATIONS ON BID DOCUMENTS:

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to BESCOM. The BESCOM, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify BESCOM in writing. BESCOM will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than seven (7) days prior to the deadline for submission of bids prescribed by BESCOM.

Verbal clarification and information given by BESCOM or his employee(s) or his representative(s) shall not in any way be binding on BESCOM.

**12.0 AMENDMENT TO BIDDING DOCUMENT:**

a. At any time prior to the deadline for submission of bids, BESCOM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).
b. The amendment will be notified in KPP portal. BESCOM will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.
c. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, BESCOM may, at its discretion, extend the deadline for the submission of bids as deemed fit.
d. Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

## C. PREPARATION OF BIDS

## 13.0 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and BESCOM shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

### DOCUMENTS COMPRISING THE BID

a. The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices and upload in the KPP portal.

b. The Bidder shall also upload documentary evidence in the KPP portal to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying Special Conditions of Contract if any.

c. SSI Certificate shall be uploaded with the Techno commercial Bid if applicable.

d. The EMD shall be uploaded/furnished in accordance with the EMD clause 14.0 of ITB.

## 14.0 EARNEST MONEY DEPOSIT (BID GUARANTEE):

**14.1** The Bidder shall pay total EMD amount of **Rs.6,70,000/-** through KPPP portal.

a. EMD amount indicated above is exempted for Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme. A relevant document shall be uploaded. If the validity of the NSIC certificate uploaded is expired, then such expired certificate will not be considered for EMD exemption.

b. Tenders without accompanying the EMD will be rejected. No correspondence will be entertained in this regard. EMD is payable irrespective of any other permanent or other EMD already paid by the Bidder for any other purpose. Postal Orders or Cheques will not be accepted. Any request for adjustment of amount due from BESCOM towards the EMD will not be entertained.

c. The earnest money deposit is required to protect the purchase against the risk of bidders conduct which would warrant the Security's forfeiture.

d. The Earnest Money so deposited will be liable for forfeiture: If the successful Bidder fails to deposit the security deposit within 15 days of formal intimation by BESCOM.

e. Earnest money deposited by unsuccessful Bidders will be returned as soon as possible after the tender has been finalized.

f. EMD of successful Bidder will be refunded after fulfilment of security deposit clause.

g. The deposit towards EMD as above shall not carry any interest.

h. Permanent EMD will not be considered.

**II.** The Bidders will be suspended/barred for participating in future tenders called by BESCOM and blacklisted for a period of one year from the date of default:

i. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form.

ii. In case of a successful Bidder, if the Bidder fails to sign the Contract;

iii. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/Performance Guarantee.

iv. If the Bidder does not accept the arithmetical correction of its Bid Price.

**14.2 E-payment modes for Tender Processing Fee & Earnest Money Deposit.**

The supplier/contractor should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

**a) Credit Card**
**b) Direct Debit**
**c) National Electronic Fund Transfer (NEFT)**
**d) Over the Counter (OTC)**
**e) Online Transfer**

**15.0 PERIOD OF VALIDITY OF BIDS:**

a. Bids shall remain valid for 180 Days from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.

b. In exceptional circumstances, the Purchaser may solicit the Bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The earnest money deposit provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its earnest money

deposit. A Bidder granting the request will not be required nor permitted to modify its tender.

**16.0 FORMATS OF COMMERCIAL OFFER:**

The Commercial offers must not contradict the technical offer in any way.

**17.0 PRICES:**

The Rates shall be FIRM price basis only. However, when the minimum wages are increased the amount will be increased in proportion towards wages only.

**18.0 COST AND CURRENCY:**

The Bidder **shall quote only the Service Charges in Percentage** of Minimum Amount for two years to be paid to the Operators & Security Guards as per Minimum Wages Act of Karnataka including ESI, EPF & GST as brought out below in the calculation). **The Bidder should quote the Price bids in numerical numbers inclusive of GST.**

**Note**:

If more than one Bidder quotes the same amount of service charges. The bids of the Bidders will be evaluated based on their Annual Turnover.

The Other particulars include the following and are constant:

1. Basic**+VDA**- The Basic+VDA shall be quoted taking into consideration of the notification No. KAE 18 LMW 2017 dated: 30.12.2017 published in Gazette of Karnataka with effect from 15.02.2018, the minimum wages and VDA from **01.04.2024 to 31.03.2025** payable to the semi skilled /unskilled workers **(Basic+VDA)**
2. **EPF/month @ 13% - As per Government Orders.**
3. **ESI/month @ 3.25% - As per Government Orders (**Rs.21,000/- limit exceeds, no ESI Contribution)
4. **Service Charges- shall be quoted.**
5. **GST/Month @ 18%- As per Government Orders.**

**19.0 TAXES AND DUTIES:**

The Bidders have to quote **only the Service Charges in Percentage** should be inclusive of GST and any other applicable Taxes prevailing as

on date of bid opening and the same shall be clearly spelt out in the offer.

In the event of an order,

i. GST will be paid as indicated by the Bidder in the Price Bid.
ii. If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.
iii. If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM. Any new taxes will have to be borne by successful Bidder.
iv. No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the supplier.

## D. SUBMISSION OF BIDS:

### 20.0 FORMAT OF BID:

a. The bids shall be uploaded through **KPP portal only** on or before the last date and time for submission of the bid. Bids not submitted through **KPP mode and non-uploading of EMD/Bid security Declaration** will be **treated as disqualified.**
b. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
c. All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. **Failure to furnish the documentary evidences/supports electronically would result in outright rejection of their offers.**

### 21.0 DEADLINE FOR SUBMISSION OF BIDS:

a. Bids must be **uploaded in the KPP portal on or before due date for bid submission.**

b. BESCOM may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of BESCOM and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**22.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids.

**23.0 CLARIFICATION OF BIDS:**

To assist in the examination, evaluation and comparison of bids BESCOM may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

**24.0 LATE BIDS :**

KPP portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the KPP portal.

**E. BID OPENING AND EVALUATION:**

**25.0 OPENING OF BIDS:**

BESCOM will open the technical bids submitted through KPP portal on the date notified.

**26.0 TECHNICAL EVALUATION OF BIDS:**

The bids submitted in KPP platform will be evaluated on the basis of Techno-Commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

**27.0 PRELIMINARY EXAMINATION:**

The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished.

**27.1** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall

prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

**27.2** The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

**27.3** Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security. Warranty, Force Majeure, Limitation of liability, Applicable law, and GST, Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

**27.4** If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**28.0 OPENING OF PRICE BID:**

The price bids of all the technically responsive Bidders will be opened. The date and time of opening of the price bid shall be intimated to all qualified Bidders through KPP portal.

**29.0 EVALUATION/COMPARISON OF PRICE BIDS:**

a. After opening the price bids, price evaluation will be done based on the rates quoted by the Bidders in the KPP portal. Such price shall include GST and all other applicable taxes Availing Manpower Services of Operators-121 Nos & Security Guards-6 Nos to the existing 55 Nos. EV Charging Stations (EVCS) across BESCOM on Contract basis for a period of Two Years as per the “Minimum Wages” fixed in the latest Govt. Notification.

b. The Contract order will be placed on the successful Bidder, whose quoted rates is least quoted among the Technical responsive bids at the approved rates in accordance with provisions of KTPP act & its amendments.

**30.0 CONTACTING THE COMPANY:**

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by BESCOM to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, BESCOM and/or his employees/representatives on matters related to the bids under consideration. BESCOM, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

**31.0 NEGOTIATIONS:**

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

**F. ISSUE OF CONTRACT ORDER :**

**32.0 AWARD CRITERIA :**

The Chief General Manager (Ele.,) Procurement, BESCOM will place the Contract Order on the successful Bidder whose bid has been determined to be substantially Techno-Commercially responsive and has been determined as the lowest evaluated bid in accordance with provisions of KTPP Act and its amendments at approved rate, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

**33.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

BESCOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract,

without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BESCOM's action.

**34.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:**

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

**35.0 NOTIFICATION OF AWARD:**

Prior to the expiration of the period of bid validity and extended validity period, if any, BESCOM will notify the successful Bidder in writing by registered letter or e-mail, to be confirmed in writing by registered letter that its bid has been accepted.

**36.0 EFFECT AND JURISDICTION FOR CONTRACT:**

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

**37.0 TERMINATION FOR DEFAULT:**

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the Supplier, terminate the Contract in whole or in part.

a) If the Contractor/Agency fails to provide the Operators & Security Guards within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.
b) If the Contractor/Agency fails to perform any other obligation(s) under the Contract.

**38.0 LOCATION OF PROVDING SERVICES:**

This Tender is being floated by the Corporate Office, BESCOM, the services being availed through this Tender shall be provided by the successful Bidder at various locations of the BESCOM furnished along with the Contract Order.

**39.0 For any enquiries/held with respect to the tender floated in the KPP portal the details are as follows:**

**Supports Timings: (9.00 am to 9.00 pm)**

**Help Desk: 080-23010900/23010901/38013000**
**Or**
**E-mail: hphelpdesk.blr@intaro.com**

**Chief General Manager**
**(Ele)**
**Procurement, BESCOM**